

CONTRACT

Contract Agreement Between:



WLWT
 1700 Young Street
 Cincinnati, OH 45202
 (513)412-5000

www.wlwt.com

And:

Strategic Media Placement OH
 7669 Stagers Loop
 Delaware, OH 43015

| | | |
|----------------------------------------------|--------------------------------------------|--------------------------------------------------------|
| Contract / Revision 966694 / | | Alt Order # |
| Product GENERAL | | |
| Contract Dates 10/24/12 - 10/30/12 | | Estimate # 3053 |
| Advertiser Mandel/R/Senator | | Original Date / Revision 10/23/12 / 10/23/12 |
| Billing Cycle EOM/EOC | Billing Calendar Broadcast | Cash/Trade Cash |
| Station WLWT | Account Executive Bob Sommerkamp | Sales Office Cincinnati |
| Special Handling | | |
| Demographic Adults 25-54 | | |
| IDB# | Advertiser Code | Product Code |
| Agency Ref | | Advertiser Ref |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Type | Spots | Amount |
|-------|-------|---------------------------------------------------------|-----------------|-------------------|----------------|------|--------|-------------------|-------------|------|-------|------------|
| N 1 | WLWT | 10/24/12 | 10/30/12 | 6-7a news | 6-7a | | :30 | | | NM | 5 | \$4,000.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/22/12 | 10/28/12 | --111-- | | | | 3 | \$800.00 | | | |
| | Week: | 10/29/12 | 11/04/12 | 11----- | | | | 2 | \$800.00 | | | |
| N 2 | WLWT | 10/25/12 | 10/30/12 | 12-1230p M-F news | 12-1230p | | :30 | | | NM | 3 | \$1,350.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/22/12 | 10/28/12 | ---1--- | | | | 1 | \$450.00 | | | |
| | Week: | 10/29/12 | 11/04/12 | 11----- | | | | 2 | \$450.00 | | | |
| N 3 | WLWT | 10/24/12 | 10/30/12 | 1230-1p | 1230-1p | | :30 | | | NM | 3 | \$900.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/22/12 | 10/28/12 | --1---- | | | | 1 | \$300.00 | | | |
| | Week: | 10/29/12 | 11/04/12 | 11----- | | | | 2 | \$300.00 | | | |
| N 4 | WLWT | 10/25/12 | 10/30/12 | Days of Our Lives | 1-2p | | :30 | | | NM | 2 | \$160.00 |
| | | Class of Time - Immediately Pre-emptible without notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/22/12 | 10/28/12 | ---1--- | | | | 1 | \$80.00 | | | |
| | Week: | 10/29/12 | 11/04/12 | -1----- | | | | 1 | \$80.00 | | | |
| N 5 | WLWT | 10/24/12 | 10/25/12 | 5-530p M-F news | 5-530p | | :30 | | | NM | 2 | \$2,000.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/22/12 | 10/28/12 | --11--- | | | | 2 | \$1,000.00 | | | |
| N 6 | WLWT | 10/24/12 | 10/30/12 | 530-6p M-F news | 530-6p | | :30 | | | NM | 5 | \$5,000.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | Week: | 10/22/12 | 10/28/12 | --111-- | | | | 3 | \$1,000.00 | | | |
| | Week: | 10/29/12 | 11/04/12 | 11----- | | | | 2 | \$1,000.00 | | | |
| N 7 | WLWT | 10/24/12 | 10/30/12 | 6-630p M-F news | 6-630p | | :30 | | | NM | 5 | \$5,000.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |

(* Line Transactions: N = New, E = Edited, D = Deleted)

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Hearst television inc, does not discriminate in the sale of advertising time, and will accept no advertising which is placed with an intent to discriminate on the basis of race or ethnicity. Advertiser hereby represents and warrants that it is not purchasing broadcast air time under this advertising sales contract for a discriminatory purpose, including but not limited to decisions not to place advertising on particular stations on the basis of race or ethnicity.

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|---------------------------------------|--------------------|-------------------------------------------------|
| Contract / Revision 966694 / | | Alt Order # |
| Contract Dates 10/24/12 - 10/30/12 | Product GENERAL | Estimate # 3053 |
| Advertiser Mandel/R/Senator | | Original Date / Revision 10/23/12 / 10/23/12 |

| *Line | Ch | Start Date | End Date | Description | Start/End Time | Days | Length | Spots/Week | Rate | Type | Spots | Amount |
|---------------|------|---------------------------------------------------------|-----------------|---------------------|----------------|------|--------|-------------------|-------------|------|-----------|--------------------|
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | --111-- | | | | 3 | \$1,000.00 | | | |
| | | Week: 10/29/12 | 11/04/12 | 11----- | | | | 2 | \$1,000.00 | | | |
| N 8 | WLWT | 10/24/12 | 10/30/12 | 11-1135p M-Su | 11-1135p | | :30 | | | NM | 6 | \$10,200.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | --111-- | | | | 4 | \$1,700.00 | | | |
| | | Week: 10/29/12 | 11/04/12 | 11----- | | | | 2 | \$1,700.00 | | | |
| N 9 | WLWT | 10/28/12 | 10/28/12 | Late News after NFL | Late News | | :30 | | | NM | 1 | \$1,500.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | --111-- | | | | 1 | \$1,500.00 | | | |
| | | Week: 10/29/12 | 11/04/12 | 11----- | | | | 1 | \$1,500.00 | | | |
| N 10 | WLWT | 10/27/12 | 10/28/12 | Sa/Su 5-6a News | Sa/Su 5-6a | | :30 | | | NM | 1 | \$200.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | -----S | | | | 1 | \$200.00 | | | |
| | | Week: 10/29/12 | 11/04/12 | -----SS | | | | 1 | \$200.00 | | | |
| N 11 | WLWT | 10/25/12 | 10/30/12 | NBC Tonight Show | 1135-1237a | | :30 | | | NM | 3 | \$1,950.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | ---1--- | | | | 1 | \$650.00 | | | |
| | | Week: 10/29/12 | 11/04/12 | 11----- | | | | 2 | \$650.00 | | | |
| N 12 | WLWT | 10/24/12 | 10/28/12 | Sa/su7-8a news | Sa/su7-8a | | :30 | | | NM | 2 | \$330.00 |
| | | Class of Time - Immediately Pre-emptible without notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | -----11 | | | | 2 | \$165.00 | | | |
| N 13 | WLWT | 10/24/12 | 10/28/12 | NBC Saturday Today | Sa8-10a | | :30 | | | NM | 1 | \$200.00 |
| | | Class of Time - Immediately Pre-emptible without notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | -----S- | | | | 1 | \$200.00 | | | |
| N 14 | WLWT | 10/24/12 | 10/27/12 | Sa 10-11a News | Sa 10-11a | | :30 | | | NM | 1 | \$150.00 |
| | | Class of Time - Immediately Pre-emptible without notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | -----S- | | | | 1 | \$150.00 | | | |
| N 15 | WLWT | 10/28/12 | 10/28/12 | Sa/Su 6p news | Sa/Su 6p News | | :30 | | | NM | 1 | \$135.00 |
| | | Class of Time - Immediately Pre-emptible without notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | -----S | | | | 1 | \$135.00 | | | |
| N 16 | WLWT | 10/24/12 | 10/28/12 | NBC Sunday Today | Su8-9a | | :30 | | | NM | 1 | \$1,500.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | -----S | | | | 1 | \$1,500.00 | | | |
| N 17 | WLWT | 10/24/12 | 10/28/12 | Su 9-10a News | Su 9-10a | | :30 | | | NM | 1 | \$900.00 |
| | | Class of Time - Pre-emptible with notice | | | | | | | | | | |
| | | <u>Start Date</u> | <u>End Date</u> | <u>Weekdays</u> | | | | <u>Spots/Week</u> | <u>Rate</u> | | | |
| | | Week: 10/22/12 | 10/28/12 | -----S | | | | 1 | \$900.00 | | | |
| Totals | | | | | | | | | | | 43 | \$35,475.00 |

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|----------------------------|--------------------|
| <u>Contract / Revision</u> | <u>Alt Order #</u> |
| 966694 / | |

| | | |
|-----------------------|----------------|-------------------|
| <u>Contract Dates</u> | <u>Product</u> | <u>Estimate #</u> |
| 10/24/12 - 10/30/12 | GENERAL | 3053 |

| | |
|-------------------|---------------------------------|
| <u>Advertiser</u> | <u>Original Date / Revision</u> |
| Mandel/R/Senator | 10/23/12 / 10/23/12 |

| Time Period | # of Spots | Gross Amount | Net Amount |
|---------------------|------------|--------------------|--------------------|
| 10/01/12 - 10/28/12 | 28 | \$23,595.00 | \$20,055.75 |
| 10/29/12 - 10/30/12 | 15 | \$11,880.00 | \$10,098.00 |
| Totals | 43 | \$35,475.00 | \$30,153.75 |

Signature: _____ **Date:** _____

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AGREEMENT FORM FOR POLITICAL CANDIDATE ADVERTISEMENTS

(check applicable box)

☒ **FEDERAL CANDIDATE**

☐ **STATE/LOCAL CANDIDATE**

To Avail Themselves of The Lowest Unit Charge During a Political Window, Federal Candidates Must Sign The Certification On Page 3

| | |
|------------------------------|-------------|
| Station and Location: | Date |
|------------------------------|-------------|

I, KEGAN BERAN / WHITNEY EVERSOLE,

being/on behalf of: JOSH MANDEL, a legally

qualified candidate of the REPUBLICAN political

party for the office of: UNITED STATES SENATE

in the GENERAL

election to be held on: NOVEMBER 6, 2012

do hereby request station time as follows:

| Broadcast Length | Time of Day, Rotation or Package | Days | Class | Times per Week | Number of Weeks |
|------------------|----------------------------------|------|-------|----------------|-----------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Total Charges:

For programming that, in whole or in part, "communicates a message relating to any political matter of national importance," list the matters below:

I represent that the payment for the above described broadcast time has been furnished by:

CITIZENS FOR JOSH MANDEL INC 50 WEST BROAD ST #1900 COLUMBUS, OH 43215

and you are authorized to announce the time as paid for by such person or entity.

I represent that this person or entity is either a legally qualified candidate or an authorized committee/organization of the legally qualified candidate.

The name of the treasurer of the candidate's authorized committee is:

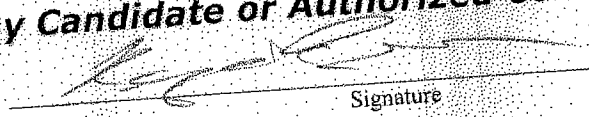
KATHRYN D KESSLER

This station has disclosed to me its political advertising policies, including: applicable classes and rates; and discount, promotional and other sales practices (not applicable to federal candidates).

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

To Be Signed By Candidate or Authorized Committee

9/29/11
Date


Signature

To Be Signed By Station Representative

☐ Accepted

☐ Accepted in Part

☐ Rejected

Signature

Printed Name

Title

CANDIDATE CERTIFICATION

In Order For Federal Candidates to Receive The Lowest Unit Charge During a Political Window, the Following Certification is Required:

I, KEGAN BERAN

(name of federal candidate or authorized committee) hereby certify that the programming to be broadcast (in whole or in part) pursuant to this agreement:

☒ **does**

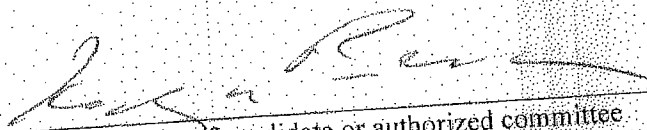
☐ **does not**

refer to an opposing candidate (check applicable box). I further certify that for the programming that does refer to an opposing candidate:

(check applicable box)

☒ the radio programming contains a personal audio statement by the candidate that identifies the candidate, the office being sought, and that the candidate has approved the broadcast.

☒ the television programming contains a clearly identifiable photograph or similar image of the candidate for a duration of at least four seconds, and a simultaneously displayed printed statement identifying the candidate, that the candidate approved the broadcast, and that the candidate and/or the candidate's authorized committee paid for the broadcast.



signature of candidate or authorized committee

KEGAN BERAN

printed name

4/16/12

date

AGREED UPON SCHEDULE

(TO BE FILLED IN ONLY IF STATION DOES NOT ACCEPT ALL OF
CANDIDATE'S REQUEST)

| Broadcast Length | Time of Day, Rotation or Package | Days | Class | Times per Week | Number of Weeks |
|------------------|----------------------------------|------|-------|----------------|-----------------|
| | | | | | |

Total Charges:

AFTER AIRING OF BROADCASTS:

Attach invoices or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual times the spots air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that specific spots aired.